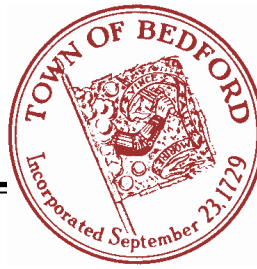


TOWN OF BEDFORD

DEPARTMENT OF PUBLIC WORKS



314 THE GREAT ROAD
BEDFORD, MASSACHUSETTS 01730

TEL: 781-275-7605
FAX: 781-275-9010

Invitation to Bid

Wireless Communications Tower

TOWN OF BEDFORD, MASSACHUSETTS

Sealed bids to construct a telecommunications facility at the Crosby Drive standpipe will be received by the Selectmen at the office of the Department of Public Works, 314 Great Road, Bedford, Massachusetts 01730 until Wednesday, October 5, 2016 at 10:00 a.m. (prevailing time), and at that time and place will be publicly opened and read aloud. The clock in the conference room of the Department of Public Works shall be considered official. No faxed or email bids shall be accepted. No conditional bids shall be accepted. No late bids shall be accepted.

The work includes the following: clearing and grubbing a portion of the existing site; installation of a reinforced concrete tower foundation; installation of a three-sided, free-standing steel tower; grading the site; installation of geotextile fabric and crushed stone; installation of a retaining wall; installation of electric and telephone demarcation structures; installation of grounding system; and installation of chain-link fencing.

Contract Documents may be examined and/or obtained beginning September 16, 2016 at the Department of Public Works, 314 Great Road, Bedford, Massachusetts 01730, between the hours of 8:00 a.m. - 4:00 p.m. (prevailing time). Bidders requesting Contract Documents by mail shall include a non-refundable check payable to the Town of Bedford in the amount of \$20.00 per set to cover costs of handling and mailing.

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of 5% of the Total Bid in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Bedford.

The Bid Security of the three (3) lowest responsible and eligible Bidders will be returned upon the execution of the Agreement, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Security shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Security which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Security will be returned to him/her/it. The Bid Securities of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town. The Town will not reimburse Bidders for any costs incurred in preparing Bids in response to this Invitation to Bid.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this Invitation to Bid and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this Invitation to Bid, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this Invitation to Bid and/or to be thoroughly familiar with this Invitation to Bid shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if its Bid is accepted, then it shall enter into a Contract with the Town of Bedford which incorporates all of the requirements of this Invitation to Bid. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this Invitation to Bid.

Changes, modifications, or withdrawal of Bids shall be submitted in writing prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "Correction, Modification, or Withdrawal of Sealed Bid for the Wireless Communications Tower". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

Nothing shall compel the Town to award any contract pursuant to this Invitation to Bid.

No Bidder may withdraw his Bid for a period of thirty (30) calendar days after the date designated above for the opening.

The Contract will be awarded, if at all, pursuant to M.G.L. c. 30, §39M, to the lowest responsible and eligible Bidder. According to M.G.L. c. 30, §39M, the term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of contract award the security by bond required under section 29 of Chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

Questions regarding this Invitation to Bid shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business (4:00P.M. prevailing time, Monday through Friday) on September 28, 2016. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

The successful Bidder shall furnish a Performance Bond in the amount of one hundred percent (100%) of the amount of the Contract and a Payment Bond in the amount of one hundred percent (100%) of the amount of the Contract with a surety company which is acceptable to Owner.

Wage rates are subject to the prevailing wage rates as per M.G.L., Chapter 149, and Section 26 to 27 G inclusive as contained in the Project Manual.

The Town of Bedford, providing equal opportunity, encourages bids from minority and women owned businesses.

The Town of Bedford reserves the right to reject any or all Bids or to accept any Bid deemed by them to be in the best interest of the Town of Bedford.

SELECTMEN
BEDFORD, MASSACHUSETTS